

CHRISTOPHER CHIOU  
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Attorneys for the United States

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

UNITED STATES OF AMERICA,

Plaintiff,

v.

\$239,840.00 IN UNITED STATES  
CURRENCY,

Defendant,

ANDRE CHRISTOPHER JOHNSON

Claimant.

3:21-CV-042-MMD-CLB

**Settlement Agreement for Entry of  
Judgment of Forfeiture as to Andre  
Christopher Johnson and Order**

The United States and Andre Christopher Johnson and his counsel, Theresa Ristenpart, agree as follows:

1. This case is a civil forfeiture action seeking to forfeit \$239,840.00 in United States Currency under 18 U.S.C. § 981(a)(1)(C) and 21 U.S.C. § 881(a)(6).

2. Andre Christopher Johnson knowingly and voluntarily agrees to the civil judicial forfeiture of the \$239,840.

3. Andre Christopher Johnson knowingly and voluntarily agrees to forfeit the \$239,840 to the United States.

4. Andre Christopher Johnson knowingly and voluntarily agrees to relinquish all rights, titles, and interests in the \$239,840.

1           5.     Andre Christopher Johnson knowingly and voluntarily agrees to waive his  
2 right to any civil judicial forfeiture proceedings (proceedings) concerning the \$239,840.

3           6.     Andre Christopher Johnson knowingly and voluntarily agrees to waive  
4 service of process of any and all documents filed in this action or any proceedings  
5 concerning the \$239,840 arising from the facts and circumstances of this case.

6           7.     Andre Christopher Johnson knowingly and voluntarily agrees to waive any  
7 further notice to him, his agents, or his attorney regarding the forfeiture and disposition of  
8 the \$239,840.

9           8.     Andre Christopher Johnson knowingly and voluntarily agrees not to file any  
10 claim, answer, petition, or other documents in any proceedings concerning the \$239,840.

11          9.     Andre Christopher Johnson knowingly and voluntarily agrees to withdraw  
12 any claims, answers, counterclaims, petitions, or other documents he filed in any  
13 proceedings concerning the \$239,840.

14          10.    Andre Christopher Johnson knowingly and voluntarily agrees to waive the  
15 statute of limitations, the CAFRA requirements, Supplemental Rules for Admiralty or  
16 Maritime Claims and Asset Forfeiture Actions A, C, E, and G, 18 U.S.C. § 983, the  
17 constitutional requirements, and the constitutional due process requirements of any  
18 forfeiture proceedings concerning the \$239,840.

19          11.    Andre Christopher Johnson knowingly and voluntarily agrees to waive his  
20 right to a trial on the forfeiture of the \$239,840.

21          12.    Andre Christopher Johnson knowingly and voluntarily agrees to waive (a) all  
22 constitutional, legal, and equitable defenses to, (b) any constitutional or statutory double  
23 jeopardy defense or claim concerning, and (c) any claim or defense under the Eighth  
24 Amendment to the United States Constitution, including, but not limited to, any claim or  
25 defense of excessive fines or cruel and unusual punishments in any proceedings concerning  
26 the \$239,840.

27          13.    Andre Christopher Johnson knowingly and voluntarily agrees to the entry of  
28 a Judgment of Forfeiture of the \$239,840 to the United States.

1           14.     Andre Christopher Johnson understands that the forfeiture of the \$239,840  
2 shall not be treated as satisfaction of any assessment, restitution, fine, cost of  
3 imprisonment, or any other penalty that may be imposed on Andre Christopher Johnson in  
4 addition to forfeiture.

5           15.     Andre Christopher Johnson knowingly and voluntarily agrees to the  
6 conditions set forth in this Settlement Agreement for Entry of Judgment of Forfeiture as to  
7 Andre Christopher Johnson and Order (Settlement Agreement).

8           16.     Andre Christopher Johnson knowingly and voluntarily agrees to hold  
9 harmless the United States, the United States Department of Justice, the United States  
10 Attorney's Office for the District of Nevada, the Nevada Highway Patrol, the Drug  
11 Enforcement Administration, the Department of the United States Treasury, their agencies,  
12 their agents, and their employees from any claim made by Andre Christopher Johnson or  
13 any third party arising out of the facts and circumstances of this case.

14           17.     Andre Christopher Johnson knowingly and voluntarily releases and forever  
15 discharges the United States, the United States Department of Justice, the United States  
16 Attorney's Office for the District of Nevada, the Nevada Highway Patrol, the Drug  
17 Enforcement Administration, the Department of the United States Treasury, their agencies,  
18 their agents, and their employees from any and all claims, rights, or causes of action of any  
19 kind that Andre Christopher Johnson now has or may hereafter have on account of, or in  
20 any way growing out of, the seizures and the forfeitures of the property in the civil judicial  
21 forfeiture.

22           18.     Andre Christopher Johnson knowingly and voluntarily acknowledges,  
23 understands, and agrees that (a) federal law requires the Department of the United States  
24 Treasury and other disbursing officials to offset federal payments to collect delinquent tax  
25 and non-tax debts owed to the United States and to individual states (including past-due  
26 child support); (b) if an offset occurs to the payment to be made pursuant to this agreement,  
27 they will receive a notification from the Department of the United States Treasury at the  
28 last address provided by them to the governmental agency or entity to whom the offset

1 payment is made; (c) if they believe the payment may be subject to an offset, they may  
2 contact the Treasury Department at 1-800-304-3107; (d) the terms of this settlement do not  
3 affect the tax obligations fines, penalties, or any other monetary obligations owed to the  
4 United States or an individual state; and (e) the exact sum delivered to Theresa Ristenpart,  
5 on behalf of him, may well be a lesser sum, if the Treasury Offset Program reduces the  
6 amount in satisfaction of a debt obligation.

7       19. After the property is forfeited in the civil case and the United States District  
8 Court has signed the Settlement Agreement concerning the property, within a practicable  
9 time thereafter for the United States, the United States agrees to release to Andre  
10 Christopher Johnson one payment of \$83,944.00 in United States Currency less any debt  
11 owed to the United States, any agency of the United States, or any debt in which the  
12 United States is authorized to collect, through Theresa Ristenpart. Andre Christopher  
13 Johnson knowingly and voluntarily agree(s) to fill out the Department of the United States  
14 Treasury Automated Clearing House (ACH) form accurately and correctly and submit it to  
15 the United States Attorney's Office so that the payment of the money can be disbursed by  
16 electronic fund transfer. Andre Christopher Johnson knowingly and voluntarily agrees the  
17 \$83,944.00 in United States Currency may be offset by any debt owed to the United States,  
18 any agency of the United States, or any debt in which the United States is authorized to  
19 collect.

20       20. Each party acknowledges and warrants that its execution of the Settlement  
21 Agreement is free and is voluntary.

22       21. The Settlement Agreement contains the entire agreement between the  
23 parties.

24       22. Except as expressly stated in the Settlement Agreement, no party, officer,  
25 agent, employee, representative, or attorney has made any statement or representation to  
26 any other party, person, or entity regarding any fact relied upon in entering into the  
27 Settlement Agreement, and no party, officer, agent, employee, representative, or attorney  
28 relies on such statement or representation in executing the Settlement Agreement.

1           23.     The persons signing the Settlement Agreement warrant and represent that  
2 they have full authority to execute the Settlement Agreement and to bind the persons  
3 and/or entities, on whose behalf they are signing, to the terms of the Settlement  
4 Agreement.

5           24.     This Settlement Agreement shall be construed and interpreted according to  
6 federal forfeiture law and federal common law. The jurisdiction and the venue for any  
7 dispute related to, and/or arising from, this Settlement Agreement is the unofficial  
8 Northern Division of the United States District Court for the District of Nevada, located in  
9 Reno, Nevada.

10          25.     Each party shall bear his or its own attorneys' fees, expenses, costs, and  
11 interest.

12          26.     This Settlement Agreement shall not be construed more strictly against one  
13 party than against the other merely by virtue of the fact that it may have been prepared  
14 primarily by counsel for one of the parties; it being recognized that both parties have  
15 contributed substantially and materially to the preparation of this Settlement Agreement.

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1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was  
2 reasonable cause for the seizure and forfeiture of the \$239,840.

3  
4 DATED: September 8, 2021

DATED: \_\_\_\_\_

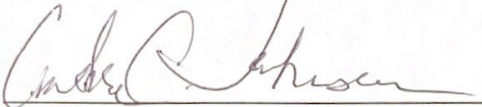
5 RISTENPART LAW

CHRISTOPHER CHIOU  
Acting United States Attorney

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7   
8 THERESA RISTENPART  
Counsel for Andre Christopher Johnson

JAMES A. BLUM  
Assistant United States Attorney

9 DATED: September 7, 2021

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12 ANDRE CHRISTOPHER JOHNSON

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14 IT IS SO ORDERED:

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18 UNITED STATES DISTRICT JUDGE

19 DATED: \_\_\_\_\_  
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3  
4 DATED: \_\_\_\_\_

5 RISTENPART LAW

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8 THERESA RISTENPART  
Counsel for Andre Christopher Johnson

9 DATED: \_\_\_\_\_

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12 ANDRE CHRISTOPHER JOHNSON

DATED: \_\_\_\_\_

CHRISTOPHER CHIOU  
Acting United States Attorney

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18 JAMES BLUM Digitally signed by JAMES BLUM  
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JAMES A. BLUM  
Assistant United States Attorney

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28 IT IS SO ORDERED:



UNITED STATES DISTRICT JUDGE

DATED: September 15, 2021